

**December 2, 2019 7:00 pm**  
**JONES COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET**  
**TRENTON, NC 28585**  
**MINUTES**

**COMMISSIONERS PRESENT:**

Frank Emory, Chairman  
Charlie Dunn Jr., Vice-Chairman  
Sondra Ipock-Riggs, Commissioner  
James Harper, Commissioner  
April Aycock, Commissioner  
Charlie Gray, Commissioner  
Mike Haddock, Commissioner

**OFFICIALS PRESENT:**

Franky J. Howard, County Manager  
Brenda Reece, Finance Officer  
Angelica Hall, Clerk  
Ross Hardeman, County Attorney  
Wesly Smith, Health Director

**COMMISSIONERS ABSENT:**

The Chairperson called the meeting to order and Commissioner Charlie Gray gave the invocation. **MOTION** was made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Frank Emory and unanimously carried **THAT** the agenda be **APPROVED** with the following additions:

- 14. Award Update
- 15. Closed Session

**MOTION** made by Commissioner Sondra Ipock-Riggs seconded by Commissioner James Harper and unanimously carried **THAT** the minutes for the Regular Meeting Minutes on November 18, 2019 be **APPROVED** as presented.

**PUBLIC COMMENT PERIOD:**

None

**1. ELECTION OF CHAIR AND VICE CHAIR**

Mike Haddock, Chairman, turned the meeting over to Mr. Ross Hardeman, County Attorney, for the election of Chair and Vice Chair.

Mr. Hardeman explained the nomination and election process to the Board and opened the floor for nominations for the Chair position. Commissioner James Harper nominated Commissioner Frank Emory and Commissioner Sondra Ipock-Riggs nominated Commissioner Mike Haddock. Votes for the nomination of Commissioner Frank Emory are as follows: James Harper, April Aycock, Charlie Dunn Jr. and Frank Emory. Votes for the

nomination of Commissioner Mike Haddock are as follows: Sondra Ipock-Riggs and Charlie Gray. By majority of votes Commissioner Franky Emory is nominated as the 2020 Chairman of the Board.

The floor was opened for nominations for Vice-Chair. Commissioner April Aycock nominated Commissioner Charlie Dunn Jr. There were no other nominations. The votes for the nomination of Commissioner Charlie Dunn Jr. for Vice-Chair are as follows: James Harper, Frank Emory, Mike Haddock, Sondra Ipock-Riggs and April Aycock.

## **2. APPOINTMENT OF OFFICERS**

The following positions were brought before the Board for Appointment: County Manager (Franky Howard), Finance Officer (Brenda Reece), Clerk to the Board (Angelica Hall), County Attorney (Dave Baxter and Ross Hardeman) and Veteran's Service Officer (Archie Hargett). Votes to reappoint the following positions are as follows: April Aycock, Charlie Dunn Jr., Mike Haddock, Frank Emory, James Harper and Charlie Gray. Sondra Ipock-Riggs voted no to the reappointments.

## **3. REAPPOINTMENT TO BOARD OF HEALTH**

Mr. Wesley Smith, Health Director, presented the Board with a request to reappoint Mandy Marshburn, CNM, DNP to a second, 3 year term on the Board of Health. Mr. Smith explained that Ms. Marshburn currently serves in the Physician slot (in lieu of) and her first, 3 year term on the Board ends in January of 2020. **MOTION** made by Commissioner Charlie Dunn, Jr., seconded by Commissioner James Harper, and unanimously carried **THAT** the request to reappoint Mandy Marshburn to the Board of Health be **APPROVED** as presented.

## **4. HURRICANE RELIEF GRANT FUNDS**

Mr. Wesley Smith, Health Director, presented the Board with a request to approve the receipt of \$42,000.00 Sustained Access To Healthcare Grant Funds. Mr. Smith informed the Board that the Health Department was approved for the Sustained Access to Healthcare Project (Hurricane Relief) Grant through the NC Office of Rural Health. The purpose of the grant was to support access to healthcare by providing essential funding to safety net providers to equip them with infrastructure-related capital needs and emergency supplies or equipment to sustain services during emergencies and natural disasters. **MOTION** made by Commissioner James Harper, , seconded by Commissioner April Aycock, and unanimously carried **THAT** the request to receive the \$42,000.00 and to increase the budget for FY 2019-20 be **APPROVED** as presented. A copy of the Hurricane Relief Grant Funding is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

## **5. BUDGET AMENDMENTS #12- #15**

Mrs. Brenda Reece, Finance Officer, presented the Board with Budget Amendments #12 - #15. Mrs. Reece explained that Budget Amendment #12 was funds that are set aside annually for the automation of the Register of Deeds files. Budget Amendment #13 was the Hurricane Relief Grant that was presented by Mr. Wesley Smith. Mrs. Reece explained that the grant funds would be used to purchase a portable shower trailer, blood pressure/diagnostic machine, a generator to be used in the Emergency Shelter, portable refrigerators and a portable exam table. Budget Amendment #14 was to add additional funds received from the NC Department of Agriculture for stream clean up and Budget Amendment #15 was to transfer funds from the water fund to the general fund for the indirect cost expenses. **MOTION** made by Commissioner Mike Haddock, seconded by Commissioner Charlie Dunn Jr., and unanimously carried **THAT** Budget Amendments #12 - #15 be **APPROVED** as presented. A copy of the budget amendments is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

## **6. COMMISSIONER BOARD APPOINTMENTS**

Mr. Franky Howard, County Manager, presented the Board with the current list of Commissioner Board Appointments for review and appointment. The following are the updates of appointments. Commissioner James Harper will replace Commissioner Sondra Ipock-Riggs on the Aging Advisory Committee; Mike Haddock is the primary appointment and Commissioner Charlie Gray will be the alternate for the Friends of Brock Mill Pond; Commissioner Mike Haddock will be appointed to the Water Board Sub-Committee with Chairman Frank Emory as the alternate; all other Board appointments will remain. **MOTION** made by Commissioner Mike Haddock, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the Commissioner Board Appointments be **APPROVED** as presented. A copy of the updated list of Board Appointments is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

## **7. JURY COMMISSION APPOINTMENT**

Mr. Franky Howard, County Manager, presented the Board with a request to reappoint Debbie Philyaw to the Jury Commission for a two year term, 2020-2022. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner James Harper, and unanimously carried **THAT** the request to reappoint Debbie Philyaw to the Jury Commission be **APPROVED** as presented.

## **8. RELIEF FUND TRUSTEES**

Mr. Franky Howard, County Manager, presented the Board with a request to appoint Mr. James Bender Jr. and Mr. Steve Mallard as the Jones County Board appointed Board of Trustee members for the Pollocksville VFD Relief Fund for the 2020 year. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner April Aycock, and

unanimously carried **THAT** the appoints of Mr. James Bender Jr. and Mr. Steve Mallard be **APPROVED** as presented.

#### **9. DRA/HMGP PROFESSIONAL SERVICES RECOMMENDATIONS**

Mr. Franky Howard, County Manager, presented the Board with the recommendation for professional services needed to conduct the DRA and HMGP programs. It is recommended that the HMGP and DRA Asbestos Inspection Services Contract be awarded to Appian Consulting Engineers, PA. **MOTION** made by Commissioner James Harper, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the recommendation for Professional Services be **APPROVED** as presented. A copy of the services recommendation is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

#### **10. RECREATION JOINT USE AGREEMENT- JONES COUNTY SCHOOLS**

Mr. Franky Howard, County Manager, presented the Board with the Recreation Joint Use Agreement with Jones County Schools. Mr. Hardeman, County Attorney, provided the following updates to the Agreement:

- Approval for use of the baseball field, track and tennis court.
- Utility Usage: Wait until July 1, 2020 to see usage amount and discuss a flat fee for the utilities and “wear and tear”.
- Request all meeting of the Recreation Advisory Committee be public to show transparency.

Commissioner Ipock-Riggs stated that pictures need to be taken of everything due to past experiences with the use of the school’s facilities. Commissioner Harper agreed with Commissioner Ipock-Riggs but suggested the Board move forward with the approval for the sake of the children. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner James Harper, and unanimously carried **THAT** the Recreation Joint Use Agreement be **APPROVED** subject to final legal review and approval to make sure all concerns are addressed. A copy of the draft agreement is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

#### **11. RECREATION ADVISORY COMMITTEE APPOINTMENTS**

Mr. Franky Howard, County Manager, presented the Board with a request to establish a recreation Advisory Board. The following is the recommendation of names and/or positions:

- Tamara Church- Pollocksville
- Paul Ingram- Wyse Fork
- Jenny Rouse-Trenton/Comfort
- Matthew Brinkley- Trenton
- Tameka Pate- Maysville

- James Harper- Commissioner Appointment (April Aycock-alternate)
- School Board- School Board will Appoint
- Town of Maysville- Town of Maysville will Appoint

## **12. ABC BOARD CHAIR APPOINTMENT AND FINANCES**

Mr. Franky Howard, County Manager, recommended that the Board of Commissioners exercise their authority to appoint a new Chair to the ABC Board. The requested appointment would be the same Chair as the Board of Commissioners. This will simplify the transition to Brenda Reece, Finance Officer, taking over the finances of the ABC Board. Mr. Howard explained that in order to do this, the Commissioners would need to increase the Board size to 5 members again and appoint two commissioners to go onto the Board. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner James Harper, and unanimously carried **THAT** the ABC Board size increase to a 5 member Board and Commissioner Mike Haddock be appointed as a Board Member and Chairman Frank Emory be appointed the Chair of the ABC Board for a 3 year term.

## **13. CDBG-NR 18-C-3061 GRANT AGREEMENT**

Mr. Franky Howard, County Manager, presented the Board with the Official Grant Agreement and Funding Approval for the CDBG-NR-18-C-3061. Mr. Howard explained that this is for the Neighborhood Revitalization Program and Jones County has been allotted \$750,000.00. **MOTION** made by Commissioner Charlie Dunn, Jr., seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the Grant Agreement be **APPROVED** as presented. A copy of the grant agreement is marked **EXHIBIT F** and is hereby incorporated and made a part of the minutes.

## **14. RECOMMENDATION OF AWARD**

Mr. Franky Howard, County Manager, presented the Board with the Recommendation of Award for Forest Glen water line relocation. Mr. Howard informed the Board that five companies were requested to submit bids; however, only one bid was received. Mr. Howard informed the Board that the award was recommended to KBS Construction Company. **MOTION** made by Commissioner Mike Haddock, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the Recommendation of Award be **APPROVED** as presented. A copy of the recommendation of award is marked **EXHIBIT G** and is hereby incorporated and made a part of the minutes.

## **15. CLOSED SESSION UNDER NCGS 143.318.119(a)(3)**

**MOTION** made by Commissioner Mike Haddock, seconded by Commissioner Charlie Dunn Jr., and unanimously carried **THAT** the meeting go into CLOSED session pursuant to NCGS 143.318.119(a)(3), attorney/client matters.

MOTION made by Commissioner Charlie Dunn Jr., seconded by Commissioner Sondra Ipock Riggs and unanimously carried to go out of Closed Session.

### **COUNTY MANAGER'S REPORT**

- Requested tentative date for a Workshop on December 16, 2019.

### **COMMISSIONER'S REPORTS**

*Commissioner Sondra Ipock-Riggs* stated she was very upset with the conditions that the employees have to work in at the ABC Store in Pollocksville. Commissioner Ipock-Riggs stated there was no heat and no employee should have to work in those conditions.

*Commissioner James Harper* thanked Commissioner Mike Haddock for his role as the Chair to the Board for the past year.

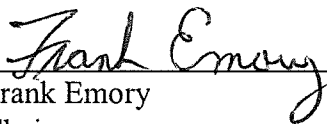
*Chairman Mike Haddock* requested a letter be sent to Dr. Boyd thanking her for the letter she provided to them. Also, thanked Commissioner Harper for the kind words and thanked the Board.

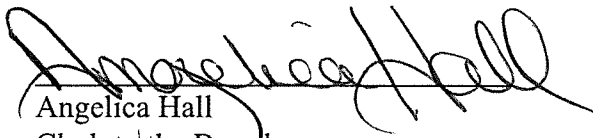
### **PUBLIC COMMENT**

Mr. Milton Gardner requested the trash schedule.

Ms. Lisa Byrd announced the Maysville Christmas Parade would be Saturday, December 8th at 11:00 a.m. Ms. Byrd stated she was at the Board of Education and it was brought up about the building the baseball/softball thing and wanted to know if the County had any input on this process. Ms. Byrd request the Board's input if allowed because there should be bids for the job and not just go with one person. Ms. Byrd also stated the school wanted to use the same person that built the school and she felt that was not a good idea. Ms. Byrd also stated that there were no return envelopes for the survey that was sent in the mail.

**MOTION** made by Commissioner Charlie Gray, seconded by Commissioner James Harper and unanimously carried **THAT** the meeting be **ADJOURNED** at 8:23 p.m.

  
\_\_\_\_\_  
Frank Emory  
Chairman

  
\_\_\_\_\_  
Angelica Hall  
Clerk to the Board

**GENERAL CONTRACT COVER**

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Central Management and Support - Office of Rural Health (the "Division") and County of Jones, Jones County Local Health Department (the "Contractor") (referred to collectively as the "Parties").

**1. Contract Documents:**

This contract consists of the following documents, which are incorporated herein by reference:

- (a) This contract cover
- (b) The General Terms and Conditions
- (c) Scope of Work
- (d) Performance Measures Chart
- (e) The Line Item Budget
- (f) State Certification

**Incorporated By Reference**

The following documents are reference materials and are available by going to the following website, [Open Window](#)

([http://dhhsopenwindow.nc.gov/index.aspx?pid=doc\\_ReferenceDocuments](http://dhhsopenwindow.nc.gov/index.aspx?pid=doc_ReferenceDocuments)).

- (a) Travel: Policies Governing Travel Related Expenses for Contractors
- (b) General Statutes G.S.143C6 NonState Entities Receiving State Funds
- (c) Subchapter 03M Uniform Administration of State Grants

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**2. Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in the contract document section, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Effective Period:**

This contract shall be effective on 12/1/2019 and shall terminate on 6/30/2021, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

**4. Contractor's Duties:**

The Contractor shall provide the services as described in the scope of work and in accordance with the approved budget.

**5. Division's Duties:**

The Division shall pay the Contractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Contractor under this contract shall not exceed \$42,000. This amount consists of \$0 in State funds, \$0 in Local funds, \$42,000 in Other funds and \$0 in Federal funds.

The total contract amount is \$42,000.

**6. Conflict of Interest Policy:**

The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.

**7. Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Division upon termination of this contract.

**8. Grants:**

The Contractor/Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Contractor/Grantee to comply with the standards set forth in this contract.

**9. Reporting Requirements:**

The Division has determined that this is a contract for financial assistance with a Public Entity. Local governmental agencies subject to N.C.G.S. § 159-34, annual independent audit; rules and regulations, OMB Uniform Guidance 2 CFR Part 200, and N.C.G.S. § 143C-6-22, use of state funds by non state entities. If subgranting is allowable, a nongovernmental subgrantee is subject to the reporting requirements described in Uniform Administration of State Awards of Financial Assistance at 09 NCAC 03M.0205.

**10. Payment Provisions:**

Payment shall be made in accordance with the contract documents as described in the scope of work.

**11. Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's contract administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial contract administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its contract administrator by giving timely written notice to the other Party.



For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Glenn Field, Primary Care Systems Associate Central Management and Support - Office of Rural Health 2009 Mail Service Center Raleigh, NC 27699-2009  <b>Telephone :</b> (919)-527-6458 <b>Fax:</b> (919)-733-8300 <b>Email:</b> glenn.field@dhhs.nc.gov	Glenn Field, Primary Care Systems Associate Central Management and Support - Office of Rural Health 311 Ashe Avenue Raleigh, NC 27606

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Wesley P. Smith, Health Director Jones County Local Health Department 418 Hwy 58, Unit C Trenton, NC 28585  <b>Telephone:</b> (252)-448-9111 <b>Fax:</b> (252)-448-1670 <b>Email:</b> wsmith@jonescountync.gov	Wesley P. Smith, Health Director Jones County Local Health Department 418 Hwy 58, Unit C Trenton, NC 28585

#### 12. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

#### 13. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

#### 14. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the Division all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the Division.

**15. Other Requirements:**

Any changes to the budget must be requested in writing by the Contractor, and written approval granted by the Division. Changes that exceed 15% of any budgeted line item will require a formal contract amendment.

**16. Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Signatures follow on next page

In Witness Whereof, the Contractor and the Division have executed this contract in duplicate originals, with one original being retained by each party.

**County of Jones, Jones County Local Health Department**

*Wesley P. Smith*  
Wesley P. Smith (Nov 26, 2019)

Signature

Wesley P. Smith  
Printed Name

Nov 26, 2019

Date

Health Director  
Title

**WITNESS**

*Brenda Reece*  
Brenda Reece (Nov 26, 2019)

Signature

Brenda Reece  
Printed Name

Nov 26, 2019

Date

Finance Officer  
Title

**Central Management and Support - Office of Rural Health, North Carolina Department of Health and Human Services**

*Margaret L. Sauer*  
Margaret L. Sauer (Nov 26, 2019)

Signature

Margaret L. Sauer  
Printed Name

Nov 26, 2019

Date

Director  
Title

## GENERAL TERMS AND CONDITIONS

### Relationships of the Parties

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

**Indemnification:** The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

### Default and Termination

**Termination Without Cause:** The Division may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

**Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

**Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

### **Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

## Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**Scope of Work**  
**Sustained Access to Healthcare Services Project**  
**Hurricane Relief Infrastructure / Capital Project Grant SFY 2020**

**Background**

The Division received a one-time grant from Kate B Reynolds Charitable Trust totaling \$1,000,000 to support safety net providers in 34 FEMA-identified counties affected by Hurricane Florence.

The Division supports safety net providers to create or maintain access to healthcare in rural and underserved areas. Safety net providers supported by the Division include state-designated Rural Health Centers and CMS-certified Rural Health Clinics, Federally Qualified Health Centers, Free and Charitable Clinics, Health Departments, School-Based Health Centers, Critical Access Hospitals and Small Rural Hospitals. This project will support access to healthcare in the 34 FEMA-identified counties affected by Hurricane Florence by providing essential funding to the safety net providers identified above to equip them with infrastructure-related capital needs and emergency supplies or equipment to sustain services during emergencies and natural disasters.

The 34 counties designated by FEMA as eligible for individual assistance in the wake of Hurricane Florence are: Anson, Beaufort, Bladen, Brunswick, Carteret, Chatham, Columbus, Craven, Cumberland, Duplin, Durham, Greene, Guilford, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Moore, New Hanover, Onslow, Orange, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Union, Wayne, and Wilson. Grant funding up to \$50,000 per one primary care site per county may be used to meet emergency preparedness and infrastructure-related needs such as the purchase of generators, refrigeration units, facility upgrades such as elevating equipment above waterlines, infrastructure repairs, and/or emergency preparedness supplies or equipment such as hygiene and first-aid kits, sanitation supplies, portable lighting.

The Contractor is a primary care safety net provider which provides comprehensive medical care to an underserved community. The organization has a mission to provide access to all needing primary care medical services in the community. The Contractor requires funding to ensure the safe, timely and effective preparation of services, delivery of services and post-event response following emergencies and natural disasters.

**Purpose / Scope**

This contract provides capital support to enable the Contractor to purchase the following:

- Portable Shower trailer and equipment
- Medical supplies and equipment such as blood pressure machine, two portable vaccine refrigerators, portable exam table
- 8,000 watt generator

**Performance Standards**

The Contractor will ensure compliance with the policies and procedures developed by the Division. These include but are not limited to:

- Submitting financial invoices within ten (10) days of receipt
- Submitting final financial and performance reports within thirty (30) days following the end of the contract term
- Submitting any documentation requested for review within five (5) days of request

The Contractor will maintain all relevant records (e.g., invoices, payroll records, de-identified patient data, etc.) as described in the General Terms and Conditions and in accordance with the approved budget and performance measures. The Contractor will make such records available to the Division upon request.

**Performance Monitoring/Quality Assurance Plan**

The contract will be monitored according to the following plan:

- Performance reporting: The Contractor will submit performance reports to the Division. The Division will review these reports to measure the Contractor's progress toward meeting the performance targets and objectives listed in the contract package. Failure to submit reports will result in a corrective action plan, up to and including suspension of funding.
- On-site reviews and/or desk reviews: The Division will conduct on-site reviews, interview Contractor staff regarding program goals and accomplishments, and review key performance and financial documentation to ensure compliance with the contract terms
- Other periodic contact with Contractor, consulting and referring sites/providers: Meetings, teleconferences, and other periodic contact with all stakeholders will be undertaken to facilitate participation, review progress, and discuss any questions that may arise.

If the contract performance is deemed to be out of compliance, the Division will work with the Contractor to correct any deficiencies. If performance issues are not resolved within thirty (30) days of an identified deficiency, a corrective action plan will be developed and implemented within the ensuing thirty (30) days. Failure to resolve deficiencies within the timeframe prescribed in the corrective action plan may result in suspension of funding or other alternative management decisions.

**Payment**

This contract is for an amount of \$100,000 or less, and a lump-sum payment shall be made within thirty (30) days of receipt of the fully executed contract. Final reconciliation of expenditures will be made within thirty (30) days following the end of the contract term. Allowable expenditures will not include sales tax.



**PERFORMANCE MEASURES CHART**

The Department of Health and Human Services uses performance measures rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the Department is on track with meeting its goals. The contractor shall adhere to all of the performance requirements/standards in the scope of work, including performance measures in the performance measures chart below.

<b>Measure Type</b>	Output	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	After purchase of generators, tested for kilowatt output		

<b>Budget Year</b>	1	<b>Trend</b>	Increase
<b>Baseline Value</b>	0 kilowatts		
<b>Target Value</b>	8 kilowatts		
<b>Data Source</b>	Generator's electrical output		
<b>Collection Process and Calculation</b>	Test the electrical output of generator using electrical gauges		
<b>Collection Frequency</b>	Annually		

<b>Measure Type</b>	Outcome	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	Number of days/hours clinic was closed		

<b>Budget Year</b>	1	<b>Trend</b>	Decrease
<b>Baseline Value</b>	8		
<b>Target Value</b>	4		
<b>Data Source</b>	Daily Situation Reports from Emergency Operations Center		
<b>Collection Process and Calculation</b>	Health Director will review payroll records and employee timesheets		

<b>Collection Frequency</b>	Annually
---------------------------------	----------

## LINE ITEM BUDGET

This begins the line item budget for year 1

Budget Detail - Year 1			
Category	Item	Narrative	Amount
Salary\Wages			\$0.00
Fringe Benefits			\$0.00
Other			\$0.00
Supplies and Materials	Other	medical supplies, portable printer, tri-pod lights, extension cords, multi-outlet surge protector, and heavy duty shelving for trailer	\$1,940.00
Equipment	Medical	portable exam table, two portable vaccine refrigerators and one blood pressure diagnostic machine	\$5,000.00
Equipment	Other	8 kilowatt generator	\$1,200.00
Repair and Maintenance			\$0.00
Staff Development			\$0.00
Dues and Subscriptions			\$0.00

Line Item Budget Detail (08/11)

Budget Detail - Year 1			
Category	Item	Narrative	Amount
Subcontracts and Grants			\$0.00
Match			\$0.00
Cost Per Service		Cost of portable shower trailer with sinks and additional equipment and supplies	\$33,860.00
Sub Total			\$42,000.00
Indirect Cost			\$0.00
Total Budget			\$42,000.00

Subcontracting and Grants Budget Detail - Year 1			
Category	Item	Narrative	Amount
			\$0.00
Sub Total			\$0.00

Salaries - Year 1							
Persons	Position or Title	Annual Salary	Hourly Rate	Months	Work %	Fringe Amount Total	Fringe Percent Total
0		\$0.00	0.0000	0	0%	\$0.00	\$0.00
						\$0.00	\$0.00



## State Certifications

### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

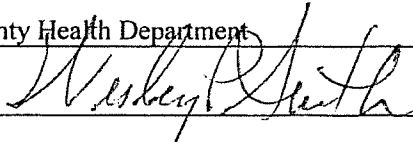
- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
  - (b) [check one of the following boxes]
    - ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
    - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Jones County Health Department

Contractor's

Authorized Agent:

Signature



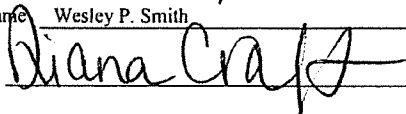
Date 10/4/2019

Printed Name Wesley P. Smith

Title Health Director

Witness:

Signature



Date 10/4/2019

Printed Name Diana Craft

Title Health Educator II

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.











# Sustained Access to Healthcare Services – Jones County Health Department (Contract #

Final Audit Report

2019-11-26


Created:	2019-11-26
By:	David Britt (david.britt@dhhs.nc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAATC7c7AFK-25-vanLFHLaUyxG26oz69D


## "Sustained Access to Healthcare Services – Jones County Health Department (Contract #" History


-  Document created by David Britt (david.britt@dhhs.nc.gov)  
2019-11-26 - 7:23:51 PM GMT- IP address: 199.90.157.16
-  Document emailed to Wesley P. Smith (wsmith@jonescountync.gov) for signature  
2019-11-26 - 7:24:38 PM GMT
-  Email viewed by Wesley P. Smith (wsmith@jonescountync.gov)  
2019-11-26 - 7:31:12 PM GMT- IP address: 66.249.88.191
-  Document e-signed by Wesley P. Smith (wsmith@jonescountync.gov)  
Signature Date: 2019-11-26 - 7:46:38 PM GMT - Time Source: server- IP address: 152.28.194.82
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2019-11-26 - 8:03:53 PM GMT- IP address: 66.249.88.165
-  Document signing delegated to Brenda Reece (breece@jonescountync.gov) by wsmith@jonescountync.gov  
2019-11-26 - 8:09:09 PM GMT- IP address: 152.28.194.82
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Signature Date: 2019-11-26 - 8:25:57 PM GMT - Time Source: server- IP address: 152.28.194.84




Adobe Sign

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 Document e-signed by Margaret L Sauer (maggie.sauer@dhhs.nc.gov)  
Signature Date: 2019-11-26 - 9:35:29 PM GMT - Time Source: server- IP address: 199.90.157.16

 Signed document emailed to David Britt (david.britt@dhhs.nc.gov), Brenda Reece (breece@jonescountync.gov), Wesley P. Smith (wsmith@jonescountync.gov), David Howard (david.howard@dhhs.nc.gov), and 3 more  
2019-11-26 - 9:35:29 PM GMT



Adobe Sign



EXHIBIT B

Budget Amendment

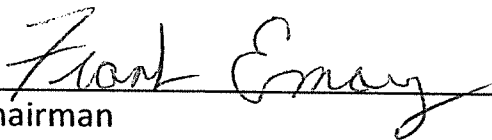
Date: 12/2/2019  
Fund: Fund 27 - ROD Automation  
Fiscal Year: 2019-2020 Amendment #12

Increase Revenue

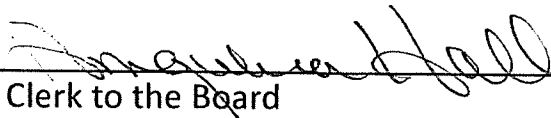
Transfer	Transfer from General Fund	27-0700-4986-11	4,500.00
<b>Total Increase in Revenue</b>			<b>4,500.00</b>

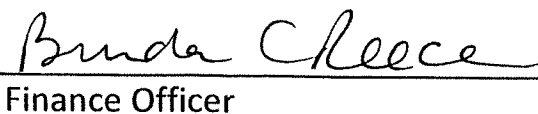
Decrease Revenues

ROD Automation	Fund Balance	27-0991-4991-00	4,500.00
<b>Total Decrease in Revenue</b>			<b>4,500.00</b>

  
Chairman

  
County Manager

  
Clerk to the Board

  
Finance Officer

Budget Amendment

Date: 12/2/2019

Fund: General Fund

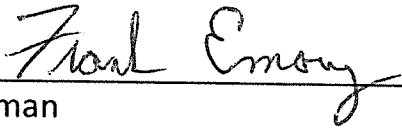
Fiscal Year: 2019-2020 Amendment #13

**Increase Revenue**

Restricted Health	NC Office of Rural Health	11-0211-4523-24	42,000.00
<b>Total Increase in Revenue</b>			<b>42,000.00</b>

**Increase Expenditures**

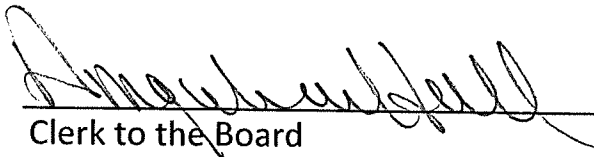
Hurricane Relief Fund	Supplies - Medical	11-5192-5239-00	210.00
Hurricane Relief Fund	Supplies & Materials	11-5192-5260-02	830.00
Hurricane Relief Fund	Minor Equipment	11-5192-5499-00	900.00
Hurricane Relief Fund	Capital Under \$5000	11-5192-5500-00	6,200.00
Hurricane Relief Fund	Capital Over \$5000	11-5192-5500-05	33,860.00
<b>Total Increase in Expenditures</b>			<b>42,000.00</b>



Chairman



County Manager



Clerk to the Board



Finance Officer

Budget Amendment

Date: 12/2/2019

Fund: Grant Fund (29)

Fiscal Year: 2019-2020

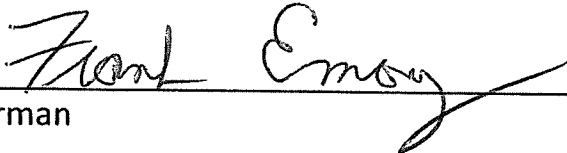
Amendment #14

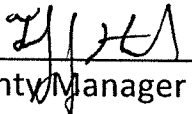
**Increase Revenue**

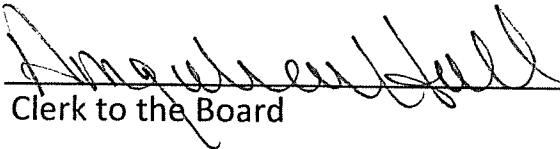
Water - NCDACS	Water Resources	29-0220-4473-00	532,200.00
<b>Total Increase in Revenue</b>			<b>532,200.00</b>


**Increase Expenditures**

River Cleanup	Waterway Enhancement	29-4736-5445-22	532,200.00
<b>Total Increase in Expenditures</b>			<b>532,200.00</b>

  
Chairman

  
County Manager

  
Clerk to the Board

  
Finance Officer

Budget Amendment

Date: 12/2/2019

Fund: Water Fund

Fiscal Year: 2019-2020

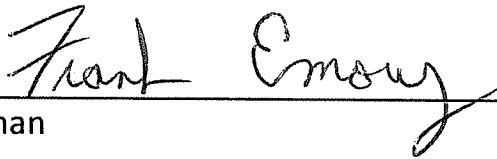
Amendment #15

**Decrease Expenditures**

Water Administration	Transfers	60-7110-5721-00	100,000.00
<b>Total Decrease</b>			<b>100,000.00</b>

**Increase Expenditures**

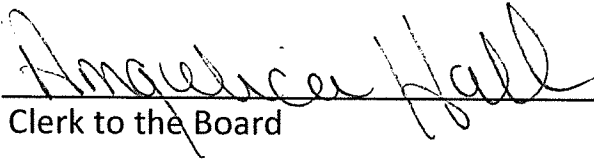
Water	Transfers	60-7800-5981-11	100,000.00
<b>Total Increase in Expenditures</b>			<b>100,000.00</b>



Chairman



County Manager



Clerk to the Board

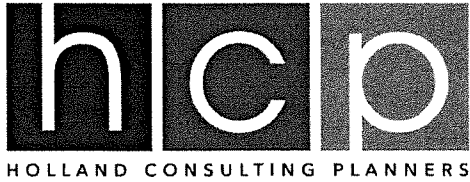


Finance Officer

# 2020 Commissioner Board Appointments

EXHIBIT C

BOARD	CURRENT	ALTERNATE
Aging Advisory Committee (Senior Center)	James Harper	
ABC Board	James Harper	
DSS Board	April Aycock	
Down East RPO/TAC (Rural Planning, Technical Advisory Council, Reviews Regional Transportation Projects)	James Harper	
Trillium Health Resources ( Mental Health)	Charlie Dunn Jr.	
East Carolina Council of Governments	Frank Emory	
Workforce Development	Charlie Gray	
Economic Development	Frank Emory	Charlie Dunn Jr.
Fire/EMS	Sondra Ipock-Riggs	
	April Aycock	
Health Board	Charlie Dunn Jr.	
Juvenile Crime Prevention (JCPC)	Charlie Dunn Jr.	
Nursing and Adult Home Community Advisory Council	Sondra Ipock-Riggs	
Planning Board	Mike Haddock	
Friends of Brock Mill Pond	Mike Haddock	Charlie Gray
ACT (Allies for Cherry Point's Tomorrow)	April Aycock	Frank Emory
Civilian Military Community Council (MCAS Cherry Point)	Frank Emory	James Harper
Filling Station Advisory Board	Charlie Dunn Jr.	
Recreation Department Board	James Harper	
Water Board Sub-Committee	Mike Haddock	Frank Emory



## EXHIBIT D

*Over 30 Years of Service  
Established 1987*

### MEMORANDUM

To: Franky J. Howard, County Manager  
From: C. Ryan Cox, CFM, Project Manager  
Date: November 26, 2019  
Re: Selection of Surveying, Asbestos Inspection and Engineering Services for the Hurricane Florence HMGP and NCDRA Programs

#### **Background**

Jones County has received Hazard Mitigation Grant Program (HMGP) and NC Disaster Recovery Act (NCDRA) funds to assist victims of Hurricane Florence through Acquisition, Elevation and Mitigation Reconstruction. In October 2019, we solicited proposals from several firms to provide the surveying, asbestos inspection and engineering services required to implement this program. The RFP was also advertised in News-Topic News. We have reviewed all the proposals received and we are providing the Board with the following recommendations for contract awards.

#### **Surveying Services**

Proposals were received from:

- ESP Associates - Morrisville, NC
- Robert H. Goslee & Associates - Wilmington, NC
- Timmons Group - Elizabeth City, NC

The letters of qualifications were reviewed by four individuals and were ranked for each of the following criteria: experience with elevation certificates; efficiency/workload; experience in Jones County; and professional staff qualifications. It was determined that all submitters are qualified.

Therefore, we recommend award of the HMGP and DRA Surveying Services Contract to all three services due to amount of work: ESP Associates, Robert H. Goslee & Associates, Timmons Group.

#### **Asbestos Inspection Services**

Proposals were received from:

- WF Bulow Inspections – Ayden, NC
- Keenan Construction & Consulting Co, Inc. – Wilmington, NC

The letters of interest were reviewed by four individuals and were ranked for each of the following criteria: professional qualifications/experience; per unit asbestos inspection fee, sampling fee (each); and average response time. It was determined that WF Bulow Inspections scored the highest overall (393 out of 400 possible points).

Therefore, we recommend award of the HMGP and DRA Asbestos Inspection Services Contract to WF Bulow Inspections.

### **Engineering Services**

Proposals were received from:

- Appian Consulting Engineers, PA – Rocky Mount, NC
- Chris Holmes, PE & Associates, Inc. – Wilmington, NC

The letters of interest were reviewed by four individuals and were ranked for each of the following criteria: structural elevation engineering experience; HMGP/FMA/CDBG/DRA engineering experience; professional staff qualifications; efficiency/workload; qualifications of resident inspector; and project understanding/knowledge. It was determined that Appian Consulting Engineers, PA scored the highest overall (490 out of 500 possible points).

Therefore, we recommend award of the HMGP and DRA Asbestos Inspection Services Contract to **Appian Consulting Engineers, PA**.

**JOINT USE AGREEMENT**

This Agreement is for the joint use of certain school facilities (hereinafter referred to as "Agreement") made and entered as of the \_\_\_\_ day of \_\_\_\_\_ 2019, ( the "Effective Date") by and between the **COUNTY OF JONES** (hereinafter referred to as "County"), and the **JONES COUNTY BOARD OF EDUCATION** (hereinafter referred to as "Board").

**WITNESSETH**

**THAT WHEREAS**, the parties recognize that joint cooperation and action between the County and the Board shall ensure that the best facilities and services are provided to the citizens of Jones County with the least expenditure of public funds; and

**WHEREAS**, County and the Board are mutually interested in quality education and recreation programs for Jones County students and citizens; and

**WHEREAS**, County and the Board are authorized to enter into agreements with each other to do any and all things necessary or convenient to aid and cooperate in the cultivation of citizenship by providing quality programs and facilities; and

**WHEREAS**, County and the Board desire to enter into an agreement for the use of Board Property; and

**WHEREAS**, Board owns certain real property listed on Attachment A hereinafter referred to as Board Property; and

**WHEREAS**, County and the Board desire to jointly use the Board Property for the benefit of the school and community; and

**WHEREAS**, County desires, to the extent of this Agreement, to assist the Board in the maintenance of the Board Property; and

**WHEREAS**, Board has determined that the areas to be jointly used are not necessary at all times after normal school hours for public school purposes during the term of this Agreement; and



**WHEREAS**, Board desires to permit the County use of the Board Property, when such is not scheduled or being used by the Board; and

**WHEREAS**, community use of school property and facilities is encouraged by the Community Schools Act North Carolina General Statute (N.C.G.S.) 115C-203 *et seq.*; and

**WHEREAS**, County and Board are authorized to enter into this Agreement pursuant to the provisions of N.C.G.S. 115C, Article 13; N.C.G.S. 115C-518; N.C.G.S. 115C-524(b); and N.C.G.S. 160A-274:

**NOW, THEREFORE**, pursuant to N.C.G.S. 115C, Article 13, N.C.G.S. 115C-524(b), and N.C.G.S. 160A-274 and in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are hereinafter set forth, County and Board do hereby agree as follows:

- 1. Property Description.** See Attachment A.
- 2. Liability.**

County agree(s) that Board is authorizing the use of its property pursuant to this Agreement only to the extent permitted by N.C.G.S. 115C-524(b), and that the Board does not incur any liability to the County or any member of the public for permitting this use. No liability shall attach to the Board of Education, individually or collectively, for any injury suffered by reason of any County use or maintenance of Board Property pursuant to this Agreement. To the extent not covered by N.C.G.S. Section 160A-485, and N.C.G.S. Section 115C-524, the County shall indemnify, protect, and hold harmless the Board, its agents, and employees from and against claims or damages, including attorney's fees, caused by the negligence or intentional wrongdoing of the County, its agents, invitees, contractors, or employees.

- 3. Enhancements, Modifications, Renovation, or New Construction on Board Property by County and Board.**

The Board may make any enhancements, modifications, renovations, or new construction on Board Property necessary for educational programming needs. The Board may make such enhancements, modifications, renovations, or new construction in its sole discretion and without approval from the County. The County shall be responsible for any enhancements, modifications, renovations, or new construction for County needs; however, no such improvements may be made by the County without the Board or Board designee's prior written approval. After the Board approves the plans and schedule for such improvements proposed by the County, the County shall proceed with such improvements at its expense. The County shall plan and coordinate such improvements with the Board to ensure that said improvements pursuant to this Agreement are completed with minimal impact on school system operations. County will be responsible for and shall repair at its sole expense any damage to drive accesses, parking areas or other Board Property, proximately caused by County use of Board Property pursuant to this Agreement, normal wear and tear excepted.

**4. County Licensed Area(s).**

The Board hereby gives and grants to the County permission to use areas on Board Property defined pursuant to this Agreement as the County Licensed Areas on Attachment A of Board Property.

**5. Ownership.**

All improvements made to or upon Board Property shall be the property of the Board.

**6. Appropriate Use.**

No use of the Board Property shall be inconsistent with the proper care and preservation of public-school property.

**7. Joint Use and Scheduling of County Licensed Area(s).**

The County and Board agree that use of County Licensed Areas as shown on Attachment A shall be in accordance with the following conditions and provisions:

A. Administrative Control.

The Superintendent of the Jones County School System or designee shall have administrative control of the Board Property at all times.

1. Normal school hours are defined as daily student and teacher workdays from 7 a.m.-6 p.m. From time to time, specific school activities, events, or games may end before or extend beyond normal school hours.
2. Non-school hours are defined as daily after normal school hours, including Saturdays but excluding Sundays and all school holidays, spring break and winter break.

B. Use and Scheduling.

Use of the Board Property shall be in accordance with the following conditions and provisions:

1. County and Board agree that as the schedule is developed and approved the Board shall have first priority of use at all times on Board Property. Once the schedule is approved there may be no change without the consent of both parties, such consent shall not be unreasonably withheld. A copy of the Schedule is attached hereto as Attachment B.
2. For purposes of this Agreement, County use shall be defined as those programs that the County conducts through the County Recreation Department. This Agreement does not grant the right of any other entity to use Board property for any purpose.
3. For purposes of this Agreement, time periods shall be defined as:
  - (1) After school hours: (6 p.m.-10 p.m.)
  - (2) Saturday, or non-school days: (8 a.m.-10 p.m.).

4. County use shall not be permitted on Sundays, school holidays, spring break, and winter break except for scheduled basketball games and other such events scheduled by the parties.
5. County and Board agree to have their designees meet as needed but a minimum of 2 times per year to inspect County Licensed Areas and coordinate usage and maintenance schedules.
6. The County shall manage the schedule for the time periods designated for County program use.
  - A. The County may not allow another agency, group or individual to use its time period(s).
  - B. County shall provide usage/team schedule to the Board designee for security purposes.
8. The County Recreation Director shall be onsite during all County events on Board property.
9. The Jones County Recreation Department shall supply all equipment for County events on Board property.

A. Inclement Weather.

The Board in its sole discretion will make decisions on when to close its school campuses due to inclement weather. The County agree(s) to comply with the Board's inclement weather determinations.

B. Income from County Program.

County and Board agree that the income from County programs and events operated on County Licensed Area(s) that are subject to this Agreement shall go to the County. Income

from concessions shall be controlled by paragraph 8.I.

C. Income from School Program.

County agree(s) that the income from Board programs and events, such as receipts from school ball games or fundraisers, shall go to the school. Income from concessions shall be controlled by paragraph 8.I . Income from joint County and Board events shall be split according to a ratio agreed upon by the County and the Board.

D. Third Party Use.

This Agreement and the approved schedule attached hereto does not preclude the Board from allowing other individuals or groups to use Board Property on unscheduled days during the term of this Agreement.

E. Supervision and Security of County Licensed Areas.

1. The County shall select and provide adult supervision of participants, parents, staff, invitees, and visitors to ensure their safety and well-being during County activities, events, and programs.
2. In accordance with County policy the County shall conduct state- and national level criminal background checks on all individuals who work or volunteer in activities conducted during County use of the Board Property.
3. County, in its sole judgment shall be responsible for providing sufficient and appropriate security for County activities, events, and programs.
4. No County officials or employees shall be provided keys to Board property, unless no Jones County School employee is available to open a facility for County use. If no Jones County School employee is available to open a facility for County use, a key to the facility shall be provided to a full-time employee of the County, who must return

the key to Jones County Schools immediately after the scheduled County event. The County shall indemnify Jones County Schools for any loss arising out of the County employee's unauthorized use of the key.

**F. Concession Operations.**

1. The Board or its program agent has the right to operate and retain the proceeds from concessions on Board Property for both school and non-school events.
2. If the Board or its program agent chooses not to operate a concession, then the County or its program agent may operate concessions on County Licensed Areas when those areas are used for County purposes pursuant to this Agreement. In such an event, County is responsible for supplying all concession supplies and equipment and may not use the supplies and/or equipment of the Board.
3. Proceeds from concessions shall:
  - a. Go to the Board or its designee when the Board operates the concessions or when operated by the County or its program agent for Board purposes.
  - b. Go to the County when the County operates the concessions for a particular event.
  - c. Be shared by the Board and County based upon a mutually agreed upon percentages when operated for a jointly planned event or when Board and County events are simultaneously scheduled.

**G. Utilities.** Utility bills for use of ballfield and gymnasium lights will be paid pursuant to a formula negotiated by the County and Board.

**8. School System Personnel On-Site**

- A. The County will pay a school official (typically a school custodian) for all hours needed

to monitor school property while the County is using such property and to oversee cleanup and trash disposal at an hourly rate not to exceed \$ \_\_\_\_ per hour. If a Board employee is not available the County will supply appropriate staff. The County will pay the direct cost associated with running the County programs in the schools (i.e., the custodian's salary for extra pay, etc.), including all costs incurred by the County necessary to comply with state and federal law.

## **9. Housekeeping, Routine/Preventive Maintenance, and Major Repair or Life-Cycle Replacement**

### **A. General Guidelines**

1. The Board reserves the right to take any action at any time on the Board Property that the Board in its sole discretion deems necessary for school purposes.
2. Board shall provide all routine and preventive maintenance on the County Licensed Areas.
  - a. Maintenance work shall be coordinated between the Board and County.
  - b. Maintenance shall be scheduled to ensure:
    - (1) Minimal disruption of the school day.
    - (2) Necessary maintenance resources are available.
    - (3) Maintenance area(s) are secured for safety until completion.

### **B. Repair or Life-Cycle Replacement**

After written Notice to the County, the Board shall contract for and provide all needed repairs to the County Licensed Areas and shall bill the County for repairs proximately caused by the County's use of the areas ordinary wear and tear excepted.

## **10. Insurance.**

- A. County shall maintain at all times during the term of this Agreement and during any and every extension thereof liability insurance in the amount of \$1,000,000, or the minimum required by North Carolina State Law, covering personal injury for each accident or occurrence growing out of the County use or maintenance of the said County Licensed Areas and at least \$1,000,000 or the minimum required by North Carolina State Law to cover property damage growing out of each accident or occurrence. The Board shall be named as an additional insured on all insurance policies. The County shall furnish the Board with evidence of such insurance and of its renewal as the premiums become due. The County shall provide the Board with thirty days prior written notice of any reduction in coverage or cancellation of such insurance. County agrees to obtain fire and hazard insurance in the amount equal to the replacement value of the insurable structure and areas.
- B. Board and County are each responsible for insuring replacement value of their respective personal property.

## **11. Preservation and Care of Public-School Property.**

County agrees to regulate the use of the Board Property consistent with the Board's understanding of how to best maintain the property and to prevent deterioration of the property. The County may only use the Board Property so long as its use is consistent with the proper care and preservation of the public-school property.

## **12. Use and Care.**

The County acknowledges that use pursuant to this Agreement will take place on a school site at which children, school employees, and members of the public are present. The County further agree(s) to keep the County Licensed Areas in a clean and safe condition at all times



and to ensure that any equipment, materials, or supplies brought onto the County Licensed Areas by County are removed when the areas are not in use by the County.

### **13. Nondiscrimination.**

It is the policy of the County to not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion, or national origin. It is the policy of the County that neither the County or their employees shall discriminate against any person or organization on the basis of race, color, creed, sex, age, religion, or national origin, or athletic ability by refusing to furnish such person or organization services for privileges offered to or enjoyed by residents of Jones County nor shall the County or their employees publicize the facilities provided hereunder in any manner that would directly or inferentially reflect negatively on any person because of race, color, creed, sex, religion, or national origin or athletic ability.

### **14. Nonperformance.**

In the event either party should fail to keep, perform or abide by any term, condition or covenant of this Agreement for a period of thirty days after written notice of such failure by the non-breaching party, then in addition to any other remedies available at law or equity, the non-breaching party shall have the right to remedy such nonperformance. In such event, the breaching party shall reimburse the non-breaching party for any expenses incurred by the non-breaching party in effecting such remedy. Such reimbursements shall be due and payable within thirty days after receipt by the breaching party of written notice specifying the amount due. If the Board is the non-breaching party, it may suspend County use of its property until the County demonstrates to the Board's satisfaction that County has corrected its breach and is fully performing its obligations under the terms, conditions, and covenants of this

Agreement.

**15. Default/Termination.**

In the event either party should fail to keep, perform or abide by the terms, conditions or covenants of this Agreement for a period of thirty days after written notice of such failure by the non-breaching party, then the non-breaching party may elect to terminate this Agreement upon an additional thirty days written notice. If County is the breaching party and Board should exercise this right of termination, then and in that event, County shall relinquish any interest in any of the improvements made to Board Property under this Agreement and no reimbursement shall be due County. The County shall leave Board Property in a condition approved by the Board.

**16. Right to Terminate.**

- A. The Board reserves the right to terminate this Agreement at any time that the Board in its sole discretion deems the property necessary for school purposes. The Board shall give the County at least a ninety-day notice of termination. If the Board should exercise this right of termination during the term of this Agreement, then the Board shall reimburse the County for a pro rata portion of the County initial land costs and construction costs for improvements completed on the Board Property. Costs shall be amortized over the term of this Agreement except that the County shall not be entitled to reimbursement for maintenance or improvements to parking areas or entrance drives or maintenance to County Licensed Areas.
- B. If the County terminates this Agreement at any time during the term of this Agreement, then and in that event, County shall complete any improvements begun on the Board Property and leave the Board Property in a condition that is safe and acceptable to the Board. The County shall relinquish any interest it may have in any of the improvements it

has made to Board Property under this Agreement, and no reimbursement shall be due the County.

**17. Notices.**

All notices, requests, approvals, or consents required to be given hereunder shall be in writing and hand delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Board:           Chair  
                    The Board of Education

County:          Chair  
                    Board of County  
                    Commissioners

or to such other address as either party may specify in the manner hereinabove prescribed.

**18. Severability.**

In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**19. Non-Assignment.**

The County may not assign this Agreement. County may use Board Property only as provided in this Agreement and the County shall not allow any other person, organization, or corporation to use Board Property without the express written permission of the Board.

**20. Entire Agreement.**

The County agrees that this document and its Attachments listed below constitute the entire agreement between the parties and may only be modified by a written mutual agreement signed

by the parties. To the extent that there is any conflict between the terms of this Agreement and any prior understanding or agreement between the parties, as well as any applicable Interlocal Agreement, the terms of this Agreement shall control.

Attachment A – List of Licensed Areas and Designated Uses

**21. Agreement in Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Jones County Board of Education has caused this Agreement to be signed by its Chairman, attested by its Secretary, and sealed with its seal, and the County has caused this Agreement to be signed by its Chair, attested to by the Clerk to the Board, and sealed with its seal, by order of the respective governing boards duly given on the Effective Date first written above.

**JONES COUNTY  
BOARD OF EDUCATION**

ATTEST:

By: \_\_\_\_\_ (SEAL)  
Chair

By: \_\_\_\_\_ (SEAL)  
Superintendent/Secretary

**BOARD OF COUNTY COMMISSIONERS  
JONES COUNTY**

ATTEST:

By: \_\_\_\_\_ (SEAL)  
Chair

By: \_\_\_\_\_ (SEAL)  
Clerk to the Board

NORTH CAROLINA  
JONES COUNTY

The undersigned, a Notary Public of the County and State aforesaid, hereby certified that \_\_\_\_\_ personally appeared before me this day, and being duly sworn by me, acknowledged that he/she is Superintendent/Secretary of the Jones County Schools, and that by authority duly given and as the act of the Board the forgoing instrument was signed by its chairman, sealed with its corporate seal and attested by him/her as its Superintendent/Secretary.

Witness my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

My Commission expires: \_\_\_\_\_  
Notary Public

(SEAL)

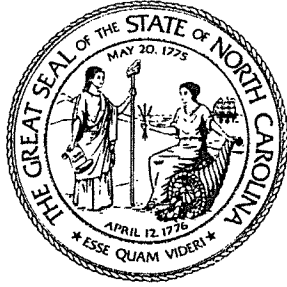
The undersigned, a Notary Public of the County and State aforesaid hereby certified that \_\_\_\_\_ personally appeared before me this day, and being duly sworn by me acknowledged that he/she is the Clerk of the Jones County Board of Commissioners, and that by authority duly given and as the act of the Board, the forgoing instrument was signed by its Chair, sealed with its corporate seal and attested by him/her as its Clerk.

Witness my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

My Commission expires: \_\_\_\_\_  
Notary Public

(SEAL)

## EXHIBIT F



ROY COOPER  
*Governor*

ANTHONY M. COPELAND  
*Secretary*

KENNY FLOWERS  
*Assistant Secretary*

November 18, 2019

The Honorable W. Michael Haddock, Chairman  
Jones County Board of Commissioners  
418 Highway 58 N. Unit A  
Trenton, North Carolina 28585

Dear Chairman Haddock:

Subject: Grant Agreement and Funding Approval  
CDBG No: 18-C-3061

Enclosed you will find the following materials for undertaking the Community Development Block Grant (CDBG) Neighborhood Revitalization grant recently awarded to Jones County:

- 1) Two copies of the Grant Agreement.  
These should be signed by you as the chief elected official. When you have executed copies of both documents, please return one copy to the Rural Economic Development Division.
- 2) Two copies of the Funding Approval.  
These should also be signed by you as the chief elected official. When you have executed copies of both documents, please return one copy to the Rural Economic Development Division (REDD).
- 3) Three Signatory Form and Certification cards.

Instructions are on the cards. Two copies of the cards must be completed and returned to us prior to any funds being drawn. The number that will be used to identify this grant is 18-C-3061. Please use this number in future correspondence.

When the Grant Agreement, Funding Approval, and Signatory Form and Certification cards have been returned to us, funds for the administrative activity may be drawn. Funds for other activities may not be drawn until all the applicable conditions listed in item 4. of the Funding Approval have been removed in writing by REDD. Funds may not be obligated or expended for any activity, including administration, prior to executing the Grant Agreement without written agreement from REDD.

The Honorable W. Michael Haddock  
Page 2  
November 18, 2019

Among the first decisions you will need to make concerning this grant is selecting an administrator. If you plan to contract for administrative services, in addition to following state law and federal procurement regulations, it is very important that you select a firm that has staff available to carry out your grant in an efficient, timely manner. Competing firms should show their ability to devote adequate staff to your grant and should contractually commit sufficient staff to meet all grant deadlines.

In addition, the following three items are enclosed for your action:

1) A CDBG Requisition Form

The Requisition Form should be used to draw all CDBG funds. Please review the instructions for preparing the requisition on the reverse side of the form. Additional copies of the form should be made as needed.

2) Electronic Payment Form

The Electronic Payment Form, from the Office of State Controller (OSC), must be used to indicate which financial institution will handle the account for electronic transfer of CDBG funds. No requisitions can be processed before a copy is returned to OSC. Please send a copy to REDD as backup information.

3) Two copies of the Performance Based Contract.

The grant is conditioned for the performance-based contract. These should be signed by an authorized official. Return one copy to REDD.

We look forward to working with you and other officials on this grant. Please bear in mind that the grant recipient is ultimately responsible for the success of the grant. Please feel free to contact me at (919) 814-4663 if you have any questions, until a grant representative is assigned.

Sincerely,  
  
Iris Payne  
Director

IP/el  
Enclosures





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**Rural Economic Development Division**  
**Community Development Block Grant Program**  
**Funding Approval**

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**1. Name and Address of Recipient**

Jones County  
418 Highway 58 N. Unit A  
Trenton, North Carolina 28585

**2. Grant Number and Funding Approval Date**

Grant Number : 18-C-3061  
Date of Original Funding Approval : 11/18/19  
Date of Amended Funding Approval :

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**3. Approved Projects**

**Approved Amount**

Project Number and Name

Jones County 2019 CDBG-NR Program

\$750,000.00

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**Total Grant Award**

**\$750,000.00**

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**4. Funding Approval Conditions**

The following conditions must be removed in writing by the Rural Economic Development Division in order for all funds to be released for the approved project(s) listed in item (3) , above:

**A. Beneficiaries Selection Condition:**

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted the selected beneficiaries' names and addresses.

**B. Income and Need Surveys Condition:**

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted income and needs data in support of the beneficiary information.

**C. Floodplain Condition:**

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted Floodplain information on official Jones County Letterhead signed by CEO or authorized designee.

**D. Administration Contracts/Inter-local agreements Condition:**

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant or a statement signed by the CEO stating that the contract will be administered internally.

**E. Environmental Condition:**

No funds may be obligated or expended in any project activity except for the administration activity in the C-1 project until the recipient has complied with the Environmental Review Procedures for the N.C. CDBG Program and the CDBG regulations contained in 4 NCAC 19L.1004.

**F. Public Hearing Condition:**

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted evidence of the Public Hearing Notices/Publications and Affidavits for both the first and second public hearing for Robeson County.

**G. Use of Experienced CDBG Administrator:**

No funds may be obligated or expended for the administration activity until the recipient has submitted a statement signed by the CEO stating that they will be using an experienced CDBG administrator or local government staff. This person should be one who has administered more than one (1) CDBG project. Please note that if issues result from the CDBG administrator, the local government will be subject to 4 NCAC 19L.

**H. Performance Based Contract Condition:**

No funds may be obligated or expended in any project activity except for the administration activity until the recipient has returned to REDD one copy of the properly completed Performance Based Contract signed by the CEO.

**I. Selection Committee By-laws Condition:**

No funds may be obligated in any project activity except for the administration activity until the recipient provides the Selection Committee By-laws to REDD.

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5. Signature of Authorized Official

K. Flowers

Name

Kenny Flowers

11/18/19

Date

Asst. Secretary

Title

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6. Signature of Authorized Local Official

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



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**North Carolina Department of Commerce  
Rural Economic Development Division  
Community Development Block Grant Program**

**Grant Agreement  
Neighborhood Revitalization Program**

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Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the **Jones County**, ( the “Recipient” and collectively with DOC, the “Parties”), Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect. The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. **Definitions.** Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
  - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
  - (b) Recipient means the **Jones County**, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
  - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
  - (d) “Assistance” or “Grant” means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of **\$750,000** except as modified.
  - (e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is

described in the Recipient's approved application, as may be modified.

- (f) The date for receiving the grant means the date of the REDD Director's signature on the Grant Agreement and Funding Approval.
- 2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the Rural Economic Development Division (REDD) Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.
- 3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq*), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG application to DOC, as may be amended with DOC approval.

- 4. Obligations of Recipient with Respect to Certain Third Party Relationships. Recipient is responsible to **DOC** for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient's contract with the third party must require the third party to comply with this Agreement, all applicable laws, rules, regulations and requirements, including but not limited

to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered into by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG program.
6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.
8. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 (“Recordkeeping”), 24 C.F.R. 570.490 (“Recordkeeping Requirements”), 24 C.F.R. § 570.506 (“Records to be maintained”) and 24 C.F.R. § 85.42 (“Retention and Access Requirements for Records”) as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.
9. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
10. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to any and all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC’s

request. This obligation includes, but is not limited to, the personal, financial and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

11. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged **cash** contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**
12. Expenditure of Non-CDBG Funds. The recipient must ensure that non-CDBG funds are expended along with CDBG funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.
13. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred.
14. Fair Housing. Recipients of CDBG funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. Recipients with 10,000 persons or more will be required to complete an Analysis to Impediments to Fair Housing Choice Study. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in REDD Bulletin 93-4 and the CDBG Implementation Notebook.
15. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance and complaint tracking.
16. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income residents within the CDBG assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.



In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

17. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG assisted project.
18. Environmental Review. Recipients of CDBG funds are required to complete the document entitled "Environmental Review Procedures for the CDBG Program." Once the Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG ERRs if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance.
19. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.
20. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.
21.
  - a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
  - b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines and procedures, including those set forth in Office of Management and 2 C.F.R. Part 225 ("Cost Principles for State and Local Governments").

In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further

acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

22. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-R programs, including but not limited to the rules set forth in 4 N.C.A.C. 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
- a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
  - b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
  - c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
  - d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

23. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):
- a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
  - b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.

- c. Americans with Disabilities Act [“ADA”] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
  - d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.
24. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.
24. Obligation of Recipient With Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low or moderate income person by the time close-out occurs.
25. Utility Assessments or Fees: Assessments or fees to recover the CDBG funded portion of a utility project may be charged to properties not owned and occupied by low and moderate income persons. Such assessments are program income and, as such, must be used for eligible CDBG activities that meet a CDBG national objective.
26. False or Misleading Information. Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD’s Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.
27. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris Payne, Director, Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division [“REDD”] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to “contracts, disputes, protests, and/or claims arising out of or relating to the implementation of the [CDBG].” This includes actions arising out of or related to this Agreement or the Program.
28. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient’s dispute resolution procedure shall

provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

29. Schedules

- (a) Schedule for Release of Conditions and Completion Activities. **The Recipient must satisfy all Funding Approval Conditions to release CDBG funds within 3 months (2/18/20 from the date the Grant Agreement and Funding Approval were signed by the REDD Director.** The recipient must draw down all CDBG funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities implementation schedule in the application as modified by the Performance Based Contract.
- (b) **The Recipient must obligate all funds within 27 months (2/18/2022 from the date the Grant Agreement and Funding Approval are signed by REDD Director.**
- (c) **All funds are to be expended within 30 months (5/18/2022) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.**
- (d) **All closeout documents must be returned to REDD by (8/18/2022)**
- (e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:
  - **Environmental – 4 months (3/18/20)**
  - **Equal Employment and Procurement Plan – 4 months (3/18/20)**
  - **Fair Housing Plan – 4 months (3/18/20)**
  - **Section 3 Plan – 4 months (3/18/20)**
  - **Section 504 Plan – 4 months (3/18/20)**
  - **Language Access Plan – 4 months (3/18/20)**
  - **Analysis of Impediments- 4 months (3/18/20)**
  - **Request for Release of Funds – 5 months (4/18/20)**
- (f) Timely Draw down of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner.

30. Quarterly Progress Report. Per Bulletin 09-1, Recipient shall ensure that a quarterly progress report that reflects approved CDBG program activity progress and CDBG financial status is presented to Recipient's elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the tenth (10<sup>th</sup>) day of the month following the ending month of the reporting period.

31. Performance Measures

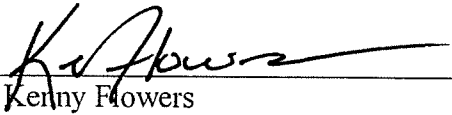
The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

- (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.
- (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Secretary of the Department of Commerce

Date: 11/18/2019

☒ By:   
Kerry Flowers  
Assistant Secretary  
Rural Economic Development Division

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Recipient

☒ By: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
(Title)



# McDAVID ASSOCIATES, INC.

*Engineers • Planners • Land Surveyors*

CORPORATE OFFICE  
(252) 753-2139 • Fax (252) 753-7220  
E-mail: mai@mcdavid-inc.com  
3714 N. Main Street • P.O. Drawer 49  
Farmville, NC 27828

GOLDSBORO OFFICE  
(919) 736-7630 • Fax (919) 735-7351  
E-mail: maigold@mcdavid-inc.com  
109 E. Walnut Street • P.O. Box 1776  
Goldsboro, NC 27533

November 29, 2019

Mr. Franky Howard  
County Manager  
418 Hwy 58 N. Unit A  
Trenton, NC 28585

SUBJECT: Recommendation of Award  
Contract No. 32-Forest Glen  
Water Line Relocation  
2019 Water System Improvements  
Jones County, NC

Dear Mr. Howard:

The following bid for subject contract was received November 20, 2019:

1. KBS Construction Company, LLC \$ 12,870.00

A copy of the bid is attached. Five companies were requested to submit bids; however, only one bid was received. The one bid received is below our estimate for the work. Please note the bid is based on open cut construction.

At your request, KBS has provided pricing for the work via directional drilling in the amount of \$16,470.00 (copy attached).

Award is hereby recommended to KBS Construction Company, LLC, for the construction option of your choice.

The project budget is as follows:

	Open Cut Construction	Directional Drill
Construction Budget	\$12,870	\$16,470
Design Engineering	1,300	1,300
Technical Services during Construction	2,000	2,000
TOTAL	\$16,170	\$19,770

If you have any questions, please do not hesitate to call me.

Sincerely,

McDAVID ASSOCIATES, INC.

F. Tyndall Lewis, P.E.  
Goldsboro Office

FTL/anw:  
Attachment  
cc: Mike Houston